

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 11	
2. Amendment/Modification No. P00001		3. Effective Date 2001MAY17		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-LGD-V PAUL VESELENAK (810)574-7632 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: VESELENP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM BOSTON 495 SUMMER STREET BOSTON, MA 02210-2138		Code S2206A	
				SCD C PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MIDE TECHNOLOGY CORPORATION 56 ROGERS STREET CAMBRIDGE MA 02142 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-L023	
				<input type="checkbox"/>		10B. Dated (See Item 13) 1999DEC29	
Code 0ZEU0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$49,992.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2000JUL03							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (810)574-7070			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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Name of Offeror or Contractor: MIDE TECHNOLOGY CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION
PRIOR AMOUNT OBLIGATED: \$ 69,990.00

AMOUNT OBLIGATED THIS ACTION: \$ 49,992.00

TOTAL AMOUNT OBLIGATED: \$119,982.00

1. This is a bilateral modification.
2. The purpose of this modification is to:
 - a) Add new work to this contract which includes the development and testing of a laboratory prototype of the high speed valve designed previously under this contract.
 - b) Add additional money in the amount of \$49,992.00 to fund this new work.
 - c) Extend out the completion date of this contract to the new date of 17 Sep 01.
 - d) Add a new Section G clause to incorporate a new Manpower Data Report which is now required on all new contracts and bilateral contract modifications.
3. To implement the above changes the contract is revised as follows:
 - a) Add new CLIN 0004, with new SubCLINs 0004AA, 0004AB, and 0004AC in the total amount of \$49,992.00 to fund this new work. SubCLIN 0004AA will require submission of a Progress Report by 17 Jul 01, in accordance with Data Item A001, for an amount of \$16,664.00. SubCLIN 0004AB will require submission of a Final Report by 17 Sep 01, in accordance with Data Item A002, for an amount of \$16,664.00. SubCLIN 0004AC will require delivery of a prototype valve by 17 Sep 01, in accordance with Clause C.5, for an amount of \$16,664.00.
 - b) The Section C clause entitled "Scope of Work" is revised to add the scope of work for this new work.
 - c) New Section D clauses entitled "Packaging and Packing" and "Marking" are added to describe the packaging, packing and marking requirements for the prototype valve due under this modification.
 - d) A new Section F clause entitled "Deliverables Due Under New Work" is being added to the contract to describe the new deliverables, both hardware and reports, which are due under the new work being added by new CLIN 0004 and new SubCLINs 0004AA and 0004AB. The existing Section F clause entitled "Period of Performance -Basic" is revised to list the new contract completion date of 17 Sep 01.
 - e) A new Section G clause entitled "Reporting of Contract Manpower Data Requirements" is added as required under current regulations/law.
 - f) A new Section G page is added to list the accounting and appropriation data pertaining to the new amount of \$49,992.00 being added by this modification.
4. The effective date for this contract modification is 03 Jul 00.
5. This Modification P00001 increases the total contract amount by \$49,992.00 to the new total contract of \$119,982.00.
6. All other terms and conditions of Contract DAAE07-00-C-L023 remain unchanged.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: MIDE TECHNOLOGY CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified The contractor shall provide all the supplies and services required to perform the tasks set forth in Clause C.5 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				
0004AA	<u>SERVICES LINE ITEM</u> NOUN: PROGRESS REPORT, PROTOTYPE SECURITY CLASS: Unclassified PRON: E112C163EH PRON AMD: 02 ACRN: AB AMS CD: 665502M4055DD Supplies/Services in accordance with the Progress Report due under Clauses C.5.2.2 and F.7.2.1, and Data Item A001 in the Section J Attachments/Exhibits. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-JUL-2001 \$ 16,664.00				\$ 16,664.00
0004AB	<u>SERVICES LINE ITEM</u> NOUN: FINAL TECH REPORT - PROTOTYPE SECURITY CLASS: Unclassified PRON: E112C163EH PRON AMD: 02 ACRN: AB AMS CD: 665502M4055DD Final Technical Report submitted in accordance with Clauses C.5.2.3, F.7.2.3, and Data Item A002, in the Section J Attachments/Exhibits. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				\$ 16,664.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<u>Deliveries or Performance</u>				
	DLVR SCH	PERF COMPL			
	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		
	001	0	17-SEP-2001		
	\$	16,664.00			
	<u>SERVICES LINE ITEM</u>				\$ 16,664.00
	NOUN: PROTOTYPE VALVE SECURITY CLASS: Unclassified PRON: E112C163EH PRON AMD: 02 ACRN: AB AMS CD: 665502M4055DD The contractor shall fabricate and deliver the Prototype Valve as required under Clause C.5 and in accordance with C.5.2.1. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 17-SEP-2001 \$ 16,664.00				

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B.1 PAYMENT

Payments under this contract will be in accordance with the SubCLINs 0001AA, 0001AB and 0001AC, established under the contract. Contingent upon the receipt and acceptance of the required report for each of these three individual SubCLINs, payment for SUBCLIN 0001AA is set for two (2) months after contract award, for SubCLIN 0001AB four (4) months after contract award and for SubCLIN 0001AC six (6) months after contract award.

B.2 PAYMENT FOR NEW WORK

B.2.1 Progress Report

The contractor will be paid by the government an amount of \$16,664.00 for submitting the Progress Report due under CLIN 0004AA and Clause C.5.2.2, once this Progress Report has been received and accepted by the government.

B.2.2 Final Technical Report

The contractor will be paid by the government an amount of \$16,664.00 for providing the Final Report due under CLIN 0004AB and Clause C.5.2.3, once this Final Technical Report has been received and accepted by the government.

B.2.3 Prototype Valve

The contractor will be paid by the government an amount of \$16,664.00 for delivery of the prototype valve due under SubCLIN 0004AC and C.5.2.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: MIDE TECHNOLOGY CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in the contractor's proposal dated August 10, 1999, Small Business Innovation Research (SBIR), Topic Number A992-2382, Proposal Title: High Bandwidth Valve for Diesel Fuel Injection.

C.2 DELIVERABLES

C.2.1 The contractor shall submit progress reports on all work completed to date every sixty (60) days, in accordance with Data Item A001, Attachment 001, DD Form 1423.

C.2.2 The contractor shall submit a draft Technical Report by 12 Jun 00. The Government will review and comment within 7 days of receipt. The final Technical Report shall be submitted by 03 Jul 00, in accord with Data Item A002, Attachment 001.

C.2.3 The contractor shall be responsible for taking minutes at the Start of Work Meeting and any other meetings involving the Contracting Officer's Technical Representative.

C.3 MEETING

C.3.1 The contractor shall plan and conduct a Start of Work Meeting to be held at TACOM within forty-five (45) days after award of the contract.

C.3.2 The contractor shall invite the following persons to the Start of Work Meeting:

- a. The Contracting Officer's Technical Representative (COTR), Paul Makar, identified in Section G of this contract.
- b. The Contract Specialist, Paul Veselenak, identified in Block 5 on Page 1, contract title page.
- c. The cognizant Administrative Contracting Officer at DCMC Boston assigned to this contract.

C.3.3 The contractor shall provide at least fourteen (14) days advance notification to the persons listed in C.3.2 above as to the time, date and location of the Start of Work Meeting.

C.3.4 The contractor shall be responsible for taking minutes at the Start of Work Meeting, in accord with Data Item A003, Attachment 001.

C.4 PHASE I OPTION

C.4.1 A Phase I option may be exercised under CLIN 0003 in accord with Provisions F-6 and H-15 of the contract.

C.4.2 Tasks that will be performed under the Phase I option, if exercised, include:

- a. Development of a complete prototype valve based on the design developed in Phase I.
- b. Demonstration of this prototype in the laboratory including the driving electronics, coil and piezoelectric actuator assembly and stroke amplification mechanism.
- c. Various loading conditions of the prototype will be tested.
- d. Tests including frequency response, time domain response time, command following, stroke and force output under varying load conditions, and power consumption shall be conducted by the contractor.

C.5 DEVELOPMENT OF A PROTOTYPE HIGH-SPEED VALVE

The contractor shall develop a high-speed laboratory prototype valve, based on the contractor's design already developed under this contract and test it under specified conditions.

C.5.1 Tasks Involving the Prototype Valve

C.5.1.1 Task 1 - Piezo Power Amplifier

The contractor shall design and prototype a power amplifier for driving the prototype valve actuator. The amplifier design shall be based on current piezo amplifier designs previously developed by the contractor. The main focus shall be to size the amplifier for the correct piezo (capacitive) load.

C.5.1.2 Task 2 - Piezos

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The contractor shall size a piezo system to acheive the required stroke and force required to drive the diesel valve. Capacitance tests shall be performed to determine the performance level of the piezos.

C.5.1.1.3 Stroke Amplification Mechanism

The contractor shall size, fabricate, and integrate his X-frame design with the piezos listed in Task 2 above (C.5.1.2).

C.5.1.1.4 Testing

The contractor shall conduct the following tests on the valve prototype:

a) The contractor shall examine the valve spool response time for a minimum of five (5) different pressure differentials across the valve. These five will include a nominal case which the contractor will select, with the approval of the governemnt COTR to ensure that it has an application and usefulness to the military plus the four cases listed below which will be based on the nominal case.

- (1) Inlet pressure raised 5% above the nominal case
- (2) Inlet pressure lowered 5% below the nominal case
- (3) Outlet pressure raised 5% above the nominal case
- (4) Outlet pressure lowered 5% below the nominal case.

Valve displacement times versus time traces will be recorded and reported.

b) The contractor shall transfer functions between valve spool displacement and commanded voltage. Test results shall be presented as transfer functions in the frequency domain.

C.5.2 Deliverables

C.5.2.1 Prototype Valve

The contractor shall furnish a prototype high speed valve actuator based on the design for such a valve actuator previously developed under this contract. This valve shall be packaged, packed, and marked in accordance with the Section D clauses entitled "Packaging and Packing" and "Marking". The valve shall be shipped by 17 Sep 01 to the address listed in the Section F clause entitled "Prototype Valve Deliverables", in Paragraph F.7.1.

C.5.2.2 Progress Report

The contractor shall submit the Progress Report due under CLIN 0004AA by 29 Jun 01, prepared and submitted in accordance with Clause F.7.2.1 and with Data Item A001, listed in the Section J Attachments/Exhibits. This Progress Report shall summarize all progress made to date regarding the completion of the tasks set forth in Clause C.5 of the contract. This includes a summary of significant problems, issues and findings related to performance on these tasks.

C.5.2.3 Final Technical Report

The contractor shall submit the draft Final Technical Report due under CLIN 0004AB by 27 Aug 01, in accordance with Clause F7.2.2 and with Data Item A002 in the Section J Attachments/Exhibits. The government will have 7 days to review and provide comments regarding this draft report. The contractor shall submit a Final Technical Report by 17 Sep 01, in accordance with Clause F.7.2.2 and with Data Item A002 listed under the Section Attachments/Exhibits. The Final Technical Report shall describe in detail the final status of all tasks included in Clause C.5, including a detailed description of the significant issues, problems, and findings relating to the fabrication, testing and delivery of the prototype valve required under Clause C.5.

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SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND PACKING

The prototype high speed valve due under Clauses C.5.2.1 and F.7.1 shall be packaged and packed in accordance with standard commercial practice in order to ensure safe arrival at the destination listed in Clause F.7.1.

D.2 MARKING

The prototype high speed valve due under Clauses C.5.2.1 and F.7.1 shall be marked and identified with the name and address of the prime contractor as well as with the contract number.

*** END OF NARRATIVE D 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F-4 DATA

All data deliverables under this contract shall be delivered electronically to the addressees and email addresses specified on the Contract Data Requirements List (CDRL), DD Form 1423, Attachment 001.

F-5 PERIOD OF PERFORMANCE - Basic

- F.5.1 All work required under CLIN 0001 of this contract shall be completed by 3 Jul 00.
- F.5.2 The contractor shall submit the draft technical report by 12 Jun 00. The government will review and comment on the draft Technical Report within seven (7) days. The final Technical Report is due by 03 Jul 00.
- F.5.3 The contractor shall complete all work required under this contract, including the work required under CLIN 0004 and listed in Clause F.7 below, shall be completed by 17 Sep 01.

F-6 PERIOD OF PERFORMANCE - Option

- F.6.1 The Contracting Officer may exercise the Option for CLIN 0003 anytime within nine (9) months after contract award, in accord with Provision H-15 entitled "Exercise of Option".
- F.6.2 The performance period for the option will be for four (4) months, in accordance with the terms of Provision H-15 entitled "Exercise of Option".

*** END OF NARRATIVE F 001 ***

F-7 DELIVERABLES DUE UNDER CLIN 0004:

The following deliverables shall be due under CLIN 0004 and its SubCLINs 0004AA, 0004AB, and 0004AC:

F.7.1 Hardware Deliverables - Prototype Valve

The contractor shall furnish a prototype high speed valve under SubCLIN 0004AC based on the design for such a valve provided previously under this contract, in accordance with Clause C.5. This valve shall be packaged, packed and marked in accordance with the Section D clauses entitled "Packaging and Packing" and "Marking". The prototype valve shall be shipped by 17 Sep 01 to the destination listed below:

Commander
U.S. Army Tank-automotive and Armaments Command
ATTN: Mr. Paul Makar, AMSTA-TR-N, MS 272
Warren, Michigan 48397-5000

F.7.2 Reports

The following reports shall be due under SubCLINs 0004AA and 0004AB, added by Modification P00001:

- F.7.2.1 A Progress Report shall be due by 17 Jul 01 under CLIN 0004AA. This Progress Report shall be prepared and submitted in accordance with Data Item A001, listed in the Section J Attachments/Exhibits.
- F.7.2.2 A draft Final Technical Report shall be submitted by 27 Aug 01, in accordance with Data Item A002 in the Section J Attachments/Exhibits. The government will review and provide comments with 7 days of receipt of this draft report. The contractor shall then submit the Final Technical Report by 17 Sep 01, in accordance with Data Item A002, listed in the Section J Attachments/Exhibits.

*** END OF NARRATIVE F 002 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN JOB ORD NO	PRIOR AMOUNT	AMOUNT	AMOUNT
0004AA	E112C163EH	AB 2 \$	0.00 \$	16,664.00 \$	16,664.00
	665502M4055DD	12C163			
0004AB	E112C163EH	AB 2 \$	0.00 \$	16,664.00 \$	16,664.00
	665502M4055DD	12C163			
0004AC	E112C163EH	AB 2 \$	0.00 \$	16,664.00 \$	16,664.00
	665502M4055DD	12C163			
NET CHANGE			\$	49,992.00	

SERVICE	NET CHANGE	ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION	STATION	AMOUNT
Army	AB	21 12040000016D7675P665502255Y S20113	W56HZV	\$ 49,992.00
NET CHANGE				\$ 49,992.00

	PRIOR AMOUNT	INCREASE/DECREASE	CUMULATIVE
	OF AWARD	AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 69,990.00	\$ 49,992.00	\$ 119,982.00

Status	Regulatory Cite	Title	Date
G-1 ADDED	52.237-4666 (TACOM)	REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS	JAN/2001

(a) Scope. The following sets forth contractual requirements, and related policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site:

[https:// contractormanpower.us.army.mil/](https://contractormanpower.us.army.mil/) <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil/>>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for ``Research and Development'' and ``Other Services and Construction.'' The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an ``all or nothing'' requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for ``Research and Development,'' and ``Other Services and Construction.'' If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at [https:// contractormanpower.us.army.mil/](https://contractormanpower.us.army.mil/): <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil/>>:

- (1) Direct Labor. Direct labor hours and the value of those hours;
- (2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.
 - (i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.
 - (ii) Composite Indirect Rate for Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the

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reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay; and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates). Either method chosen should be consistently reported.

(e) Reporting Exemption(s). In the rare event the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements, and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower planning purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting [[Page 81362]] requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as Contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.us.army.mil> <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil>>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related to:

(1) Reporting to Congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriation data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a reporting period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

{End of provision}